

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

IN RE:

CHERYL A. MORENA

Debtor

Case No. 5-16-00147

Chapter 13

Robert N. Opel, II, B.J.

CERTIFICATION OF MAILING OF FIRST AMENDED CHAPTER 13 PLAN

The undersigned, certifies that he is over 18 years of age and that on **September 28, 2016**, he caused to be mailed via First Class U.S. Mail, postage pre-paid, the **First Amended Plan**, a copy of which is attached hereto as Exhibit "A"; along with the Notice of Filing of **First Amended Plan**, a copy of which is attached hereto as Exhibit "B"; to the parties set forth in the Mailing Matrix, a copy of which is attached hereto as Exhibit "C". This statement is made subject to the penalties of perjury.

Law Offices of Brian E. Manning

/s/ Brian E. Manning

Brian E. Manning, Esquire

502 S. Blakely, St., Suite B

Dunmore, PA 18512

Tel. 570-558-1126

Fax 866-559-9808

Email: brianemanning@comcast.net

Attorney for the Debtor(s)

Dated: September 28, 2016

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

IN RE:

CHERYL R. MORENA

Debtor

Chapter 13

Case No. 5-16-00147

CHAPTER 13 PLAN

(Indicate if Applicable)

☒ **NO MOTIONS TO AVOID LIENS**

☒ **NO MOTIONS TO VALUE
COLLATERAL**

☐ **ORIGINAL PLAN**

☒ **THE FIRST AMENDED PLAN**

YOUR RIGHTS WILL BE AFFECTED

READ THIS PLAN CAREFULLY If you oppose any provision of this plan you must file a timely written objection. This plan may be confirmed and become binding on you without further notice or hearing unless a written objection is filed before the deadline stated on the Notice issued in connection with the filing of the plan.

PLAN PROVISIONS

DISCHARGE: (Check one)

☒ The debtor will seek a discharge of debts pursuant to Section 1328(a).

☐ The debtor is not eligible for a discharge of debts because the debtor has previously received a discharge described in Section 1328(f).

NOTICE OF SPECIAL PROVISION: (Check if applicable)

☐ This plan contains special provisions that are not included in the standard plan as approved by the U.S. Bankruptcy Court for the Middle District of Pennsylvania. Those provisions are set out in the section of this plan. Other than to insert text into the designated spaces or to expand the tables to include additional claims, the preprinted language of this form may not be altered. This does not mean that the Debtor is prohibited from proposing additional or different plan provisions in section 8. The Debtor may propose additional or different plan provisions or specify that any of the provisions will not be applicable, provided however, that each such provision or deletion shall be set forth herein in section 8.

Exhibit "A"

1. PLAN FUNDING AND LENGTH OF PLAN

A. Plan Payments

1. To date, the Debtor(s) has paid \$10,860.00 (enter \$0 if no payments have been made to the Trustee to date). Debtor(s) shall pay to the Trustee for the remaining term of the plan the following payments. If applicable, in addition to monthly plan payments, Debtor(s) shall make conduit payments through the Trustee as set forth below. The total base plan is _____ plus other payments and property stated in Section B below:

Start mm/yy	End mm/yy	Plan Payment	Estimated Conduit Payment	Total Payment
10/16	4/21	\$825.50	\$900.00	\$1,725.50
Total				\$94,902.50

2. If the plan provides for conduit mortgage payments, and the mortgagee notifies the Trustee that a different payment is due, the Trustee shall notify the Debtor and the attorney for the Debtor, in writing, to adjust the conduit payments and the plan funding accordingly. Debtor(s) is responsible for all post-petition mortgage payments due prior to the initiation of conduit mortgage payments.
3. Debtor(s) shall take appropriate action to ensure that all applicable wage attachments are adjusted to conform to the terms of the plan.
4. CHECK ONE:
☐ Debtor(s) is at or under median income.
☒ Debtor(s) is over median income. Debtor(s) calculates that a minimum of 100% must be paid to unsecured, non-priority creditors in order to comply with the Means Test.

B. Liquidation of Assets

1. In addition to the above specified plan payments, Debtor(s) shall dedicate to the plan proceeds in the estimated amount of \$0.00 from the sale of property known and designated as n/a. All sales shall be completed by _____. If the property does not sell by the date specified, then the disposition of the property shall be as follows: n/a.
2. Other payments from any source(s) (describe specifically) shall be paid to the Trustee as follows: None.
3. The Debtor estimates that the liquidation value of this estate is _____ (Liquidation value is calculated as the value of all nonexempt assets after the deduction of valid liens and encumbrances and before the deduction of Trustee fees and priority claims.)

2. SECURED CLAIMS

- A. Pre-Confirmation Distributions. Adequate protection and conduit payments in the following amounts will be paid by the Debtor to the Trustee. The Trustee will disburse these payments for which a proof of claim has been filed as soon as practicable after receipt of said payments from the Debtor.

Name of Creditor	Address	Account #	Estimated Monthly Payment
Greentree Servicing	PO Box 0049, Palantine, IL 60055-0049	1891	\$811.82

The Trustee will not make a partial payment. If the Debtor makes a partial plan payment, or if it is not paid on time and the Trustee is unable to pay timely a payment due on a claim in this section, the Debtor's cure of this default must include any applicable late charges. Upon receipt, Debtor shall mail to the Trustee all notices from mortgagees including statements, payment coupons, impound and escrow notices, and notices concerning changes of the interest rate on variable interest rate loans. If any such notice informs the Debtor that the amount of the payment has increased or decreased, the change in the plan payment to the Trustee will not require modification of this plan.

- B. Mortgages and Other Direct Payments by Debtor. Payments will be made outside the plan according to the original contract terms, with no modification of contract terms, unless otherwise agreed to by the contracting parties, and with liens retained. All mortgage and other lien claim balances survive the plan if not avoided or paid in full under the plan.

Name of Creditor	Description of Collateral	Contractual Monthly Payment	Principal Balance of Claim
Chrysler Capital/Santander	2015 Dodge Grand Caravan	\$459.19	\$20,879.28

- C. Arrears. The Trustee shall distribute the amount of pre-petition arrearages set forth in the allowed proof of claim to each secured creditor set forth below. If the Debtor or the Trustee objects to a proof of claim and the objection is sustained, or if the plan provides for payment of amounts greater than the allowed proof of claim, the creditor's claim will be paid in the amount allowed by the court.

Name of Creditor	Description of Collateral	Estimated Pre-petition Arrears to be Cured	Estimated Post-Petition Arrears to be Cured	Estimated Total to be paid in plan
Greentree Servicing	Residence	\$46,500.00 ¹	\$0.00	\$46,500.00
PA Department of Revenue	Residence	\$608.02 ²	\$0.00	\$671.81

¹ This amount includes the regular monthly payment of \$811.00 plus the estimated commission to which the Trustee would be entitled.

² Interest at the rate of 4% per year.

- D. Secured Claims Paid According to Modified Terms. These amounts will be paid in the plan according to modified terms, and liens retained until entry of discharge. The excess of the creditor's claim will be treated as an unsecured claim. Any claim listed as "NO VALUE" in the "Modified Principal Balance" column below will be treated as an unsecured claim. THE LIENS WILL BE AVOIDED OR LIMITED THROUGH THE PLAN OR DEBTOR(S) WILL FILE AN ADVERSARY ACTION TO DETERMINE THE EXTENT, VALIDITY, AND PRIORITY OF THE LIEN (Select method in last column):

Name of Creditor	Description of Collateral	Modified Principal Balance	Interest Rate	Total Payment	Plan* or Adversary Action
			%		N/A

*** "PLAN" INDICATES THAT THE DEBTOR(S) PROPOSES TO AVOID OR LIMIT THE LIEN OF THE CREDITOR IN THIS PLAN. CONFIRMATION OF THE PLAN SHALL CONSTITUTE A FINDING OF VALUATION PURSUANT TO SECTION 506(a). NO ADVERSARY COMPLAINT OR MOTION WILL BE FILED AND THE LIEN WILL BE AVOIDED BY CONFIRMATION ORDER AND DISCHARGE. IF THE CREDITOR WISHES TO CONTEST THE AVOIDANCE OF THE LIEN, THE CREDITOR MUST FILE AN OBJECTION TO THIS PLAN. OTHERWISE CONFIRMATION OF THE PLAN WILL AVOID THE LIEN.**

- E. Other Secured Claims. (Including conduit payments)

Name of Creditor	Description of Collateral	Principal Balance of Claim	Interest Rate	Total to be paid in plan
GMAC/Greentree Servicing	Residence	\$70,972.12	8.25%	\$54,000.00 ³

- F. Surrender of Collateral. Debtor(s) surrenders the following assets to secured creditors. Upon confirmation of the plan, bankruptcy stays are lifted as to the collateral to be surrendered. This provision does not prejudice a creditor's right to move to lift the stay prior to confirmation.

Name of Creditor	Description of Collateral to be Surrendered

- G. Lien Avoidance. The debtor moves to avoid the following judicial liens and/or non-possessory, non-purchase money liens of the following creditors pursuant to Section 522(f):

Name of Creditor	Description of Collateral

THE DEBTOR(S) PROPOSES TO AVOID THE JUDICIAL LIEN OF THE CREDITOR(S) IN THIS PLAN. CONFIRMATION OF THE PLAN SHALL CONSTITUTE A FINDING OF VALUATION AND

³ This amount is estimated as the Creditor has not yet filed a Proof of Claim.

ALLOWANCE OF EXEMPTIONS PURSUANT TO § 522(f). NO ADVERSARY COMPLAINT OR MOTION WILL BE FILED AND THE JUDICIAL LIEN WILL BE AVOIDED BY A CONFIRMATION ORDER UPON DISCHARGE. IF THE CREDITOR(S) WISHES TO CONTEST THE AVOIDANCE OF THE LIEN, THE CREDITOR(S) MUST FILE A TIMELY OBJECTION TO THIS PLAN. OTHERWISE, CONFIRMATION OF THE PLAN WILL AVOID THE LIEN UPON DISCHARGE.

H. Optional provisions regarding duties of certain mortgage holders and servicers. Property of the estate vests upon closing of the case, and Debtor elects to include the following provisions. (Check if applicable)

☒ Confirmation of the plan shall impose an affirmative duty on the holders and/or servicers of any claims secured by liens, mortgages and/or deeds of trust on the principal residence of the Debtor to do the following:

(1) Apply the payments received from the Trustee on the pre-petition arrearage, if any, only to such arrearage. For purposes of this plan, the "pre-petition arrearage" shall include all sums included in the "allowed" proof of claim and shall have a "0" balance after both: (1) the Discharge Order in this case has been entered; and (2) payment in full of the allowed proof of claim has been made.

(2) Deem the pre-petition arrearage as contractually current upon confirmation of the plan, thereby precluding the imposition of late payment charges or other default-related fees and services based solely on the pre-petition default or defaults.

(3) Apply the post-petition monthly mortgage payments made by the Debtor to the post-petition mortgage obligations as provided for by the terms of the underlying mortgage note. Late charges may be assessed on post-petition payments as provided by the terms of the mortgage and note.

(4) Notify the Debtor and the attorney for the Debtor, in writing, of any changes in the interest rate for any non-fixed rate or adjustable rate mortgages and the effective date of any such adjustment or adjustments not less than 60 days in advance of such change or at such time as the change becomes known to the holder if the change is to be implemented in less than 60 days.

(5) Notify the Debtor, and the attorney for the Debtor, in writing, of any change in the property taxes and/or the property insurance premiums that would either increase or reduce the escrow portion, if any, of the monthly mortgage payments and the effective date of any such adjustment or adjustments not less than 60 days in advance of such change or at such time as the change becomes known to the holder if the change is to be implemented in less than 60 days.

(6) Within 60 days after receipt of a written request made by the Debtor to the servicer or mortgage lender, with a copy served upon its counsel, the servicer or mortgage lender shall provide Debtor and his counsel a statement detailing the following amounts paid by the Debtor post-petition: (1) all payments applied to the principal balance; (2) all payments applied to interest; (3) all payments applied to any escrow account; (4) all payments applied to any

pre-petition arrearage claim and the remaining balance; and (5) all fees and charges alleged to have accrued post-petition, along with an explanation thereof. The statement may be in the form of a post-petition ledger prepared by the servicer or lender provided the documents used to prepare same are also provided. The Debtor may (i) challenge this information by filing a motion with the court, to be served upon the holder and the Trustee, (ii) propose a modified plan to provide for payment of additional amounts that the Debtor acknowledges or the court determines are due, or (iii) take no action at all. To the extent that amounts set forth are not determined by the court to be invalid or are not paid by the Debtor through a modified plan, the rights of the holder to collect these amounts will be unaffected.

3. PRIORITY CLAIMS

- A. Allowed unsecured claims entitled to priority under section 1322(a) will be paid in full unless modified under paragraph 8:

Name of Creditor	Estimated Total Payment

B. Administrative Claims:

1. Trustee Fees. Percentage fees payable to the trustee will be paid at the rate fixed by the United States Trustee, not to exceed 10%.

2. Attorney fees (Check only one box)

☒ In addition to the retainer of \$310.00 already paid by the debtor, the amount of \$2,190.00 in the plan. This represents the unpaid balance of the presumptively reasonable fee specified in L.B.R. 2016-2 (c); or

☐ \$__ per hour, to be adjusted in accordance with the terms of the written the agreement between the Debtor and the attorney. Payment of such lodestar compensation shall require a separate fee application with the requested amount of compensation approved by the Court pursuant to L.B.R. 2016-2(b).

3. Other Administrative Claims:

Name of Creditor	Estimated Total Payments

4. UNSECURED CLAIMS

- A. Claims of Unsecured Nonpriority Creditors Specially Classified. Includes unsecured claims, such as co-signed unsecured debts, that will be paid in full even though all other unsecured claims may not be paid in full.

Name of Creditor	Reason for Special Classification	Amount of Claim	Interest Rate	Total Payment
			%	

- B. Claims of General Unsecured Creditors. All remaining allowed unsecured claims shall be paid in full⁴.

5. **EXECUTORY CONTRACTS AND UNEXPIRED LEASES.** The following executory contracts and unexpired leases are assumed (and pre-petition arrears to be cured in the plan) or rejected (so indicate):

Name of Creditor	Description of Collateral	Monthly Payment	Interest Rate	Pre-petition Arrears	Total Payment	Assume/Reject
			%			

6. **REVESTING OF PROPERTY: (Check One)**

- ☒ Property of the estate will vest in the debtor upon confirmation. (Not to be used with paragraph 2H)
- ☐ Property of the estate will vest in the debtor upon closing of the case.

7. **STUDENT LOAN PROVISIONS**

- A. Student loan provisions. This plan does not seek the to discharge of a student loan(s) except as follows:

(NOTE: If you are not seeking to discharge a student loan(s), do not complete this section.)

Name of Creditor	Monthly Payment	Interest Rate	Pre-Petition Arrears	Total Payment
		%		

8. **OTHER PLAN PROVISIONS**

- A. Include the additional provisions below or on an attachment. **(NOTE: The plan and any attachment must be filed as one document, not as a plan and exhibit.)**



⁴ The only filed unsecured claim is in the amount of \$1,786.00.

9.ORDER OF DISTRIBUTION:

Payments from the plan will be made by the Trustee in the following order:

- Level 1: Adequate protection payments.
- Level 2: Debtor's attorney's fees.
- Level 3: Domestic Support Obligations.
- Level 4: Secured claims, pro rata.
- Level 5: Priority claims, pro rata.
- Level 6: Specially classified unsecured claims.
- Level 7: General unsecured claims.
- Level 8: Untimely filed unsecured claims to which the debtor has not objected.

The order of distribution of plan payments will be determined by the trustee using the following as a guide:

- Level 1: Adequate protection payments.
- Level 2: Debtor's attorney's fees.
- Level 3: Domestic Support Obligations.
- Level 4: Secured claims, pro rata.
- Level 5: Priority claims, pro rata.
- Level 6: Specially classified unsecured claims.
- Level 7: General unsecured claims.
- Level 8: Untimely filed unsecured claims to which the debtor has not objected.

GENERAL PRINCIPLES APPLICABLE TO ALL PLANS

All pre-petition arrears and cram-downs shall be paid to the trustee and disbursed to creditors through the plan.

If a pre-petition creditor files a secured, priority or specially classified claim after the bar date, the trustee will treat the claim as allowed, subject to objection by the debtor. Claims filed after the bar date that are not properly served on the trustee will not be paid. The debtor is responsible for reviewing claims and filing objections, if appropriate.

Dated: 9/27/2016

/s/ Brian E. Manning
Attorney for Debtor

/s/Cheryl R. Morena
Debtor

/s/
Joint Debtor

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

IN RE:

CHERYL A. MORENA

Debtor

Case No. 5-16-00147

Chapter 13

Robert N. Opel, II, B.J.

NOTICE OF FILING OF FIRST AMENDED PLAN

To: Creditors, Parties in Interest and the Office of the United States Trustee

NOTICE IS HEREBY GIVEN THAT the Debtor in the above matter has filed a **First Amended Plan**. A copy of the **Second Amended Plan** is included with this Notice.

A confirmation Hearing on the **First Amended Plan** has been scheduled for

Date: November 23, 2016 at 9:30 a.m.

Time 9:30 a.m.

Place: Courtroom No. 2

United States Bankruptcy Court

Max Rosenn U.S. Courthouse

197 S. Main St.

Wilkes-Barre, PA 18701

Any objection/response to the **First Amended Plan** must be filed with the Court and served upon counsel for the Debtor at the address listed below, on or before **October 29, 2016**. Any filing must conform to the Rules of Bankruptcy Procedure, unless the Court determines otherwise. Any objections to confirmation of the plan will be heard at the above-scheduled confirmation hearing. Counsel should be prepared to proceed on any unresolved objections to the plan at this time.

If Service was properly made and any creditor or other party in interest failed to file an objection/response by the above specified date, the Court may determine after review of the **First Amended Plan** that no hearing is required and confirm the **First Amended Plan**.

Brian E. Manning, Esquire
Law Office of Brian E. Manning
502 S. Blakely St., Suite B
Dunmore, PA 18512
Tel. 570-558-1126
Fax 866-559-9808
Email: brianemanning@comcast.net
Attorney for the Debtor(s)

Date of Mailing: September 28, 2016

Exhibit "B"

Label Matrix for local noticing
0314-5
Case 5:16-bk-00147-RNO
Middle District of Pennsylvania
Wilkes-Barre
Tue Sep 27 19:53:22 EDT 2016
Charles J DeHart, III (Trustee)
8125 Adams Drive, Suite A
Hummelstown, PA 17036-8625

Chrysler Capital
PO Box 961275
Fort Worth, TX 76161-0275

Emerg Care Serv of Pa,P.C.
6681 Country Club Drive
Golden Valley, MN 55427-4601

Chrysler Financial Payment Center
P.O. Box 1728
Newark, NJ 07101-1728

GMAC Mortgage
P.O. Box 9001719
Louisville, KY 40290-1719

Joshua I Goldman
KML Law Group, P.C.
701 Market Street
Suite 5000
Philadelphia, PA 19106-1541

(p) GREENTREE SERVICING LLC
BANKRUPTCY DEPARTMENT
P O BOX 6154
RAPID CITY SD 57709-6154

Law Office of Brian E Manning
512 S Blakely St
Dunmore, PA 18512-2237

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502 South Blakely Street
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Cheryl A. Morena
128 Route 2001
Box 1255
Milford, PA 18337-6560

Morena Cheryl A
128 Route 2001
Box 1255
Milford, PA 18337-6560

Pennsylvania Department of Revenue
Bankruptcy Division PO BOX 280946
Harrisburg, PA 17128-0946

Pennsylvania Department of Revenue
Department 280946
Harrisburg, PA 17128-0946

Phelan Hallinan, LLC
126 Locust St
Harrisburg, PA 17101-1414

United States Trustee
228 Walnut Street, Suite 1190
Harrisburg, PA 17101-1722

Weinstein, Pinson & Reily, PS
2001 Western Ave Ste 400
Seattle, WA 98121-3132

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified
by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

Greentree Servicing, LLC
PO Box 6154
Rapid City, SD 57709-6154

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u) Ditech Financial LLC

End of Label Matrix
Mailable recipients 16
Bypassed recipients 1
Total 17